



LEROY D. BACA, SHERIFF

County of Los Angeles
Sheriff's Department Headquarters
4700 Ramona Boulevard
Monterey Park, California 91754-2169



October 19, 2004

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVE CONTRACT WITH CUSA CC, LLC,
DBA: ANTELOPE VALLEY BUS FOR VISITOR BUS
TRANSPORTATION SERVICES
(ALL DISTRICTS) (3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Chairman of the Board to sign the attached Contract with CUSA CC, LLC., dba: Antelope Valley Bus (CUSA), to provide visitor bus transportation services for a term of three (3) years effective November 14, 2004, with options to extend for two (2) one-year periods, and thereafter six (6) months in any increment.
2. Authorize the Sheriff to modify the contract within the conditions specified in the contract, including the authority to exercise the extension options, if, at the Sheriff's discretion, such extensions would be in the best interest of the County.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

The purpose of the recommended actions is to enable the Sheriff's Department to continue to provide bus transportation services for persons visiting inmates housed at the Pitchess Detention Center (PDC). The Sheriff's Department is mandated to provide visitor access to inmates held in any of its custodial facilities. Visitors will be picked up at the PDC visitor center and transported to the appropriate custodial facility. At the end of their visit, they will be transported back to the visitor center.

A Tradition of Service

Implementation of Strategic Plan Goals

The services provided by CUSA support the County's Strategic Goal No. 1, Service Excellence, and Goal No. 4, Fiscal Responsibility, by allowing the Department to provide visitor services for inmates' families and friends through an efficient, secure and controlled process.

FISCAL IMPACT/FINANCING

The cost for visitor bus transportation services has been included in the Sheriff's Department's Fiscal Year 2004-2005 operating budget. The Department will continue to allocate the necessary funds throughout the duration of this contract.

The total amount paid to CUSA will depend upon the number of buses used and the number of hours each bus is in service. The estimated maximum contract cost is \$1,512,500. The contract rates for buses will remain constant throughout the term of the contract.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The PDC complex is comprised of four (4) separate custodial facilities that are accessible by a road that is not open to the general public. The public is allowed to visit inmates on weekends and on designated holidays only. Visitors include infants and children, senior citizens, and physically handicapped individuals. For security purposes, public access to these facilities is regulated through PDC's visitor center. Visitors can park outside the gated entrance. They are screened at the visitor center entrance and transported to and from the custodial facilities by CUSA's buses operated by CUSA's employees. The number of visitors will vary from week to week, due in part to inmate population, weather conditions, and the day of the week. The Department estimates that there may be up to 6,500 visitors on the weekends.

Since 1997, the Sheriff's Department has been contracting for these services for PDC. The current contract is with CUSA, which expires on November 13, 2004. Under the proposed contract, CUSA will not be asked to perform services which exceed the scope of work or contract term.

CUSA is in compliance with all Board, Chief Executive Office, and County Counsel requirements, including the Jury Service Program and Safely Surrendered Baby Law.

County Counsel has reviewed and approved the Contract as to form.

CONTRACTING PROCESS

An Invitation for Bids (IFB) for visitor bus transportation services was mailed in late February 2004 to sixteen (16) vendors. The information was posted on the County of Los Angeles website. The vendor list was compiled from a previous solicitation, respondents to the website posting, and the business section of the telephone directory. Two (2) vendors submitted bids in response to the IFB in April 2004.

Initially, neither bid could be evaluated because required information pertaining to the minimum mandatory requirements was missing. Although price is the major consideration in a bid process, the bidder must first demonstrate that the firm meets all the minimum mandatory requirements to provide the required services before the bid pricing can be evaluated. Due to time constraints for a new contract, and the fact that both bidders were non-responsive, the Evaluation Committee determined that it was more feasible to give each bidder the opportunity to submit the necessary information, rather than cancel the solicitation and begin a new process. The Department made a written request to each vendor to submit the specific information required that would make the respective bid packages complete.

CUSA submitted the requested information within the established deadline, and their additional data demonstrated that they met all the minimum mandatory requirements. The other vendor failed to submit any of the requested information, was deemed to be non-responsive to the IFB, and was eliminated from further consideration. The Evaluation Committee determined that CUSA was the most responsible and responsive bidder, and CUSA was recommended for the award of this contract.

IMPACT ON CURRENT SERVICES

Your Board's approval of this contract with CUSA will ensure uninterrupted visitor transportation services for persons visiting inmates housed at any of the custodial facilities at the PDC complex, and will continue to ensure that the Sheriff's Department complies with its legally mandated responsibilities.

The Honorable Board of Supervisors
October 19, 2004
Page 4

CONCLUSION

Upon approval by your Board, please return an adopted copy of this action and two (2) original executed copies of the Contract to the Sheriff's Department's Fiscal Administration, Contracts Unit.

Sincerely,

A handwritten signature in black ink, appearing to read "Leroy D. Baca". The signature is written in a cursive, flowing style.

LEROY D. BACA
SHERIFF



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

CUSA CC, LLC dba Antelope Valley Bus

FOR

VISITOR BUS TRANSPORTATION SERVICES

TABLE OF CONTENTS

PARAGRAPH	TITLE	PAGE
RECITALS		1
1.0	APPLICABLE DOCUMENTS.....	1
2.0	DEFINITIONS.....	2
3.0	WORK.....	3
4.0	TERM OF CONTRACT.....	4
5.0	CONTRACT FEES	4
6.0	ADMINISTRATION OF CONTRACT- COUNTY	6
6.1	COUNTY'S PROJECT DIRECTOR	6
6.2	COUNTY'S PROJECT MANAGER.....	7
6.3	COUNTY'S CONTRACT PROJECT MONITOR.....	8
7.0	ADMINISTRATION OF CONTRACT - CONTRACTOR.....	8
7.1	CONTRACTOR'S PROJECT MANAGER.....	8
7.2	APPROVAL OF CONTRACTOR'S STAFF	9
7.3	CONTRACTOR STAFF IDENTIFICATION	9
7.4	BACKGROUND AND SECURITY INVESTIGATIONS	9
7.5	CONFIDENTIALITY	10
8.0	TERMS AND CONDITIONS	
8.1	ASSIGNMENT AND DELEGATION.....	11
8.2	AUTHORIZATION WARRANTY	11
8.3	BUDGET REDUCTIONS	11
8.4	CHANGE NOTICES AND AMENDMENTS.....	12
8.5	COMPLAINTS	12
8.6	COMPLIANCE WITH APPLICABLE LAW.....	13
8.7	COMPLIANCE WITH CIVIL RIGHTS LAWS.....	13
8.8	COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM	14
8.9	CONFLICT OF INTEREST	15
8.10	CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST	16
8.11	CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS	16
8.12	CONTRACTOR'S RESPONSIBILITY AND DEBARMENT	17
8.13	CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT.....	18

TABLE OF CONTENTS

PARAGRAPH	TITLE	PAGE
8.14	CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW.....	18
8.15	CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM.....	19
8.16	COUNTY'S QUALITY ASSURANCE PLAN	19
8.17	DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS	20
8.18	EMPLOYMENT ELIGIBILITY VERIFICATION	20
8.19	FACSIMILE REPRESENTATIONS	20
8.20	FAIR LABOR STANDARDS.....	21
8.21	GOVERNING LAW, JURISDICTION, AND VENUE	21
8.22	INDEPENDENT CONTRACTOR STATUS	21
8.23	INDEMNIFICATION	22
8.24	GENERAL INSURANCE REQUIREMENTS	22
8.25	INSURANCE COVERAGE REQUIREMENTS	25
8.26	LIQUIDATED AND MITIGATED DAMAGES.....	26
8.27	MOST FAVORED PUBLIC ENTITY.....	28
8.28	NONDISCRIMINATION AND AFFIRMATIVE ACTION	28
8.29	NON EXCLUSIVITY.....	29
8.30	NOTICE OF DELAYS	30
8.31	DISPUTE RESOLUTION PROCEDURE.....	30
8.32	NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT	31
8.33	NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW	31
8.34	NOTICES.....	32
8.35	PROHIBITION AGAINST INDUCEMENT OR PERSUASION	32
8.36	PUBLIC RECORDS ACT	32
8.37	PUBLICITY	33
8.38	RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT	34
8.39	RECYCLED BOND PAPER	35
8.40	SUBCONTRACTING	35

TABLE OF CONTENTS

PARAGRAPH	TITLE	PAGE
8.41	TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN CHILD SUPPORT COMPLIANCE	37
8.42	TERMINATION FOR CONVENIENCE	37
8.43	TERMINATION FOR DEFAULT	38
8.44	TERMINATION FOR IMPROPER CONSIDERATION	40
8.45	TERMINATION FOR INSOLVENCY	41
8.46	TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE	41
8.47	TERMINATION FOR NON-APPROPRIATION OF FUNDS	42
8.48	VALIDITY	42
8.49	WAIVER	42
8.50	WARRANTY AGAINST CONTINGENT FEES	42
SIGNATURES		44
EXHIBITS		
A	STATEMENT OF WORK	
B	PRICE SHEET	
C	CONTRACTOR'S EEO CERTIFICATION	
D	FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION	
D1	CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT	
D2	CONTRACTOR NON-EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT	

**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
CUSA CC, LLC dba Antelope Valley Bus
FOR
VISITOR BUS TRANSPORTATION SERVICES**

This Contract is made and entered into effective on November 14, 2004, by and between the County of Los Angeles, hereinafter referred to as COUNTY and CUSA CC, LLC dba Antelope Valley Bus, a Delaware limited liability company, hereinafter referred to as CONTRACTOR.

RECITALS

WHEREAS, COUNTY has the need to provide Visitor Bus Transportation Services for persons visiting inmates housed at the Los Angeles County's Pitchess Detention Center (PDC) on weekends and selected COUNTY-recognized holidays;

WHEREAS, COUNTY does not have the necessary staff and vehicles to provide these services;

WHEREAS, the COUNTY may contract with private businesses for Visitor Bus Transportation Services when certain requirements are met;

WHEREAS, CONTRACTOR is a private business specializing in providing bus transportation services;

WHEREAS, COUNTY is authorized by Government Code 31000 to contract for special services and these specialized services do not conflict with Civil Service requirements, including the services described herein.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1.0 APPLICABLE DOCUMENTS

This base document, along with Exhibits A, B, C and D attached hereto, along with any Change Notices and Amendments are and form of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any

word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority:

- 1.1 EXHIBIT A - Statement of Work
- 1.2 EXHIBIT B - Price Sheet
- 1.3 EXHIBIT C - Contractor's EEO Certification
- 1.4 EXHIBIT D1 - Contractor Employee Acknowledgment and Confidentiality Agreement
- EXHIBIT D2 - Contractor Non-Employee Acknowledgment and Confidentiality Agreement

This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersede all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Subsection 8.4 (Change Notices and Amendments) and signed by both parties.

2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 Contract: Contract executed between COUNTY and CONTRACTOR, as described in Paragraph 1.0.
- 2.2 (Intentionally omitted)
- 2.3 Contractor's Project Manager: The individual designated by the CONTRACTOR to administer the Contract operations after the Contract award.
- 2.4 County's Project Director: Person designated by COUNTY with authority for COUNTY on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Project Manager.

- 2.3 County's Project Manager: Person designated by County's Project Director to manage the operations under this Contract, under Subparagraph 6.2.
- 2.5 County's Project Monitor: Person with responsibility to oversee the day-to-day activities of this Contract pursuant to Subparagraph 6.3. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by Contractor.
- 2.7 Day(s): Calendar day(s) unless otherwise specified in this Contract.
- 2.8 Fiscal Year: The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.9 Sheriff: The Sheriff of Los Angeles County.

3.0 WORK

- 3.1 Pursuant to the provisions of this Contract, the CONTRACTOR shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in Exhibit A (Statement of Work).
- 3.2 In the event that CONTRACTOR fails to fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in Exhibit A (Statement of Work), whether or not defined by the Performance Requirements Summary (PRS) Chart, Attachment 1 to Exhibit A (Statement of Work), COUNTY's Project Director shall prepare and submit to CONTRACTOR's Project Manager a Contract Discrepancy Report, Attachment 2 to Exhibit A (Statement of Work). CONTRACTOR shall have five (5) business days to respond, stating cause of problem and proposed corrective action.
- 3.3 If the CONTRACTOR provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the CONTRACTOR, and the CONTRACTOR shall have no claim whatsoever against the COUNTY.

4.0 TERM OF CONTRACT

- 4.1 The term of this Contract shall be for three (3) years effective on November 14, 2004, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2 The COUNTY shall have the option to extend the Contract term for up to two (2) additional one-year periods, and thereafter, up to six (6) months in any increment. Each such optional period shall be exercised individually by the Sheriff.
- 4.3 CONTRACTOR shall notify the Sheriff's Department when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, CONTRACTOR shall send written notification to COUNTY's Project Manager at the address herein provided in Subsection 6.2 (COUNTY's Project Manager).

5.0 CONTRACT FEES

- 5.1 The Contract Fees for this Contract shall be the amount payable by COUNTY to CONTRACTOR for performing all tasks, deliverables, goods, services and any other work required under this Contract, based on number of buses used and the length of time buses will be in operation during the day. The fees, for full day, half day and after hours bus usage are set forth in Exhibit B (Price Sheet).
- 5.2 The CONTRACTOR shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the CONTRACTOR's duties, responsibilities, or obligations, or performance of same by any entity other than the CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the COUNTY's express prior written approval.
- 5.3 CONTRACTOR shall maintain a system of record keeping that will allow CONTRACTOR to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, CONTRACTOR shall send written notification to COUNTY's Project Manager at the address herein provided in Subsection 6.2 (COUNTY's Project Manager).

5.4 No Payment for Services Provided Following Expiration/ Termination of Contract

CONTRACTOR shall have no claim against COUNTY for payment of any money or reimbursement, of any kind whatsoever, for any service provided by CONTRACTOR after the expiration or other termination of this Contract. Should CONTRACTOR receive any such payment it shall immediately notify COUNTY and shall immediately repay all such funds to COUNTY. Payment by COUNTY for services rendered after expiration/termination of this Contract shall not constitute a waiver of COUNTY's right to recover such payment from CONTRACTOR. This provision shall survive the expiration or other termination of this Contract.

5.5 Invoices and Payments

5.5.1 The CONTRACTOR shall invoice the COUNTY monthly in arrears only for providing the services and other work specified in Exhibit A (Statement of Work). The CONTRACTOR shall prepare invoices, which shall include the charges owed to the CONTRACTOR by the COUNTY under the terms of this Contract. The CONTRACTOR's payments shall be as provided in Exhibit B (Price Sheet), and the CONTRACTOR shall be paid only for the services and other work approved in writing by the COUNTY. If the COUNTY does not approve work in writing no payment shall be due to the CONTRACTOR for that work.

5.5.2 The CONTRACTOR's invoices shall be priced in accordance with Exhibit B, Price Sheet.

5.5.3 The CONTRACTOR's invoices shall contain the information set forth in Exhibit A (Statement of Work) which shall include the following:

- A. County's Contract number
- B. Contractor's name and address
- C. Contractor's federal tax ID number
- D. Billing period
- E. Dates of service, number of full-day and half-day buses used each day, rates for each bus used, services and other work for which payment is claimed, total costs less any reductions for documented violations of Contract terms and conditions,

as defined by Exhibit A, Statement of Work, Attachment 1 (Performance Requirements Summary), and/or Subparagraph 8.26 (Liquidated and Mitigated Damages).

5.5.4 The CONTRACTOR shall submit the monthly invoices to the COUNTY by the 15th calendar day of the month following the month of service.

5.5.5 All invoices under this Contract shall be submitted in two (2) copies to the following address:

Sgt. Joe Alesia
Custody Operations Division
Pitchess Detention Center
Operations Staff
29300 The Old Road
Saugus, California 91384-2905

5.5.6 COUNTY Approval of Invoices. All invoices submitted by the CONTRACTOR for payment must have the written approval of the COUNTY's Project Manager prior to any payment thereof. In no event shall the COUNTY be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld, and in no instance will such approval take more than two (2) weeks from receipt of properly prepared invoices by the COUNTY.

6.0 ADMINISTRATION OF CONTRACT - COUNTY

6.1 COUNTY's Project Director

COUNTY's Project Director shall be the following person or designee:

Commander John Vander Horck
Los Angeles County Sheriff's Department
Custody Operations Division, Pitchess Detention Center
29300 The Old Road
Saugus, California 91384-2905

6.1.1 Responsibilities of the COUNTY's Project Director include:

- Ensuring that the objectives of this Contract are met;

- Providing direction to CONTRACTOR in the areas relating to COUNTY policy, information requirements, and procedural requirements;
- Resolving disputes between COUNTY and CONTRACTOR.

6.1.2 COUNTY shall notify CONTRACTOR in writing of any change in the name or address of the Project Director.

6.2 COUNTY's Project Manager

COUNTY's Project Manager shall be the following person or designee:

Captain Charles Vannoy
 Los Angeles County Sheriff's Department
 Custody Operations Division, Pitchess Detention Center
 Operations Staff BQO#3
 29300 The Old Road
 Saugus, California 91384-2905

6.2.1 The responsibilities of the COUNTY's Project Manager include:

- Evaluating CONTRACTOR's technical performance;
- Meeting with CONTRACTOR's Project Manager on a regular basis; and
- Reviewing, inspecting and approving any and all tasks, deliverables, goods, services, or other work provided by or on behalf of CONTRACTOR.

6.2.2 The COUNTY's Project Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate COUNTY in any respect whatsoever.

6.2.3 COUNTY's Project Manager shall be on site or shall designate an alternate to act as temporary Project Manager to be on site at PDC's Visitor Center at all times when CONTRACTOR's buses are operating and providing transportation services under this Contract.

6.3 COUNTY's Project Monitor

COUNTY's Project Monitor shall be the following person or designee:

Sergeant Joe Alesia
Custody Operations Division, Pitchess Detention Center
29300 The Old Road
Saugus, California 91384-2905

6.3.1 COUNTY's Project Monitor is responsible for overseeing the day-to-day administration of this Contract.

6.3.2 COUNTY's Project Monitor is responsible for monitoring and reporting the performance of CONTRACTOR.

The Project Monitor reports to the COUNTY's Project Manager.

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 CONTRACTOR's Project Manager

7.1.1 CONTRACTOR's Project Manager for this Contract shall be the following person, who is a full-time employee of the CONTRACTOR:

David G. Dwight, V.P./General Manager
CUSA CC, LLC dba Antelope Valley Bus
3333 East 69th Street
Long Beach, California 90805-1809

7.1.2 CONTRACTOR's Project Manager shall be responsible for CONTRACTOR's day-to-day activities as related to this Contract and shall coordinate with COUNTY's Project Manager and Project Monitor on a regular basis. Any issues, problems, or disputes which may arise which cannot be resolved by COUNTY's Project Manager or designee may be reported by CONTRACTOR's Project Manager to COUNTY's Project Director.

7.1.3 CONTRACTOR shall promptly notify COUNTY in writing of any changes in the name or address of CONTRACTOR's Project Manager.

7.2 Approval of CONTRACTOR's Staff

COUNTY has the absolute right to approve or disapprove all of CONTRACTOR's staff performing work hereunder and any proposed changes in CONTRACTOR's staff, including, but not limited to, CONTRACTOR's Project Manager.

7.3 CONTRACTOR's Staff Identification

7.3.1 COUNTY shall provide all CONTRACTOR staff assigned to provide services under this Contract with a photo identification badge in accordance with Sheriff's Department specifications. Specifications may change at the discretion of the Sheriff's Department and CONTRACTOR will be provided new specifications as required. All CONTRACTOR staff, except for bus drivers while on duty or when entering a COUNTY facility or its grounds, shall prominently display the photo identification badge on the upper part of the body. Bus drivers must pick up identification badges from the PDC Visitor Center's office prior to starting work for the day, and then return the badges for storage at the Visitor Center office at the end of the day.

7.3.2 CONTRACTOR shall notify the COUNTY's Project Manager within one (1) business day when staff is terminated from working under this Contract. Upon the employee's termination from providing services under this Contract, the Sheriff's Department shall immediately destroy the terminated employee's photo identification badge, which is kept in the Pitchess Detention Center Visitor Center Office.

7.3.3 If the Sheriff's Department requests the removal of CONTRACTOR's staff, COUNTY may immediately destroy employee's identification badge.

7.4 Background and Security Investigations

7.4.1 All CONTRACTOR staff performing work under this Contract shall undergo and pass, to the satisfaction of COUNTY, a background investigation as a condition of beginning and continuing to work under this Contract. COUNTY shall use its discretion in determining the method of background clearance to be used, which may include but not be limited to drug testing and fingerprinting, as well as review of applications and questionnaires, interviews and check of law enforcement records.

The fees associated with obtaining the background information shall be at the expense of the CONTRACTOR, regardless if the CONTRACTOR's staff passes or fails the background clearance investigation.

7.4.2 COUNTY may request that CONTRACTOR's staff be immediately removed from working under this Contract at any time during the term of the Contract. COUNTY will not provide to CONTRACTOR or to CONTRACTOR's staff any information obtained through the COUNTY conducted background clearance.

7.4.3 COUNTY may immediately deny or terminate facility access to CONTRACTOR's staff that do not pass such investigation(s) to the satisfaction of the COUNTY, whose background or conduct is incompatible with COUNTY facility access, at the sole discretion of the COUNTY.

7.4.4 Disqualification, if any, of CONTRACTOR staff, pursuant to this Subparagraph 7.4, shall not relieve CONTRACTOR of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.5 Confidentiality

The CONTRACTOR shall maintain the confidentiality of all records obtained from the COUNTY under this Contract in accordance with all applicable federal, State or local laws, ordinances, regulations and directives relating to confidentiality.

The CONTRACTOR shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract. The CONTRACTOR shall cause each employee performing services covered by this Contract to sign and adhere to Exhibit D1 (Contractor Employee Acknowledgment and Confidentiality Agreement).

The CONTRACTOR shall cause each non-employee performing services covered by this Contract to sign and adhere to Exhibit D2 (Contractor Non-Employee Acknowledgment and Confidentiality Agreement).

8.0 TERMS AND CONDITIONS

8.1 Assignment and Delegation

8.1.1 The CONTRACTOR shall not assign its rights or delegate its duties under this Contract, or both, either in whole or in part, without the prior written consent of the Sheriff. Any unapproved assignment or delegation shall be null and void. Any payments by the COUNTY to any approved delegate or assignee on any claim under this Contract shall be deductible, at the Sheriff's Department's sole discretion, against the claims, which the CONTRACTOR may have against the COUNTY.

8.1.2 If any assumption, assignment, delegation, or takeover of any of the CONTRACTOR's duties, responsibilities, obligations, or performance of same by any entity other than the CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the Sheriff's express prior written approval, may result in the termination of this Contract.

8.2 Authorization Warranty

The person executing this Contract for the CONTRACTOR represents and warrants that he or she is an authorized agent who has actual authority to bind the CONTRACTOR to each and every term, condition, and obligation of this Contract and that all requirements of the CONTRACTOR have been fulfilled to provide such actual authority.

8.3 Budget Reductions

In the event that the COUNTY's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of COUNTY employees and imposes similar reductions with respect to County Contracts, the COUNTY reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year services provided by the CONTRACTOR under the Contract. The COUNTY's notice to the CONTRACTOR regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. The CONTRACTOR shall continue to provide all of the services set forth in the Contract.

8.4 Change Notices and Amendments

- 8.4.1 The COUNTY reserves the right to initiate Change Notices that do not have a material affect on the scope, term, Contract Sum or payments. All such changes shall be accomplished with an executed Change Notice signed by the CONTRACTOR's Project Manager and by COUNTY's Project Manager.
- 8.4.2 For any change, which has a material affect on the scope of work, term, Contract Sum, payments, or any term or condition, included under this Contract, an Amendment shall be prepared and executed by the CONTRACTOR and the Board of Supervisors.
- 8.4.3 The COUNTY's Board of Supervisors or Chief Administrative Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The COUNTY reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Administrative Officer. To implement such orders, an Amendment to the Contract shall be prepared and executed by the CONTRACTOR and by the Sheriff.
- 8.4.4 The Sheriff may, at his sole discretion, authorize extensions of time as defined in Paragraph 4.0 (Term of Contract). The CONTRACTOR agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the CONTRACTOR and the Sheriff.

8.5 Complaints

The CONTRACTOR shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

Within ten (10) business days after the effective date of this Contract, the CONTRACTOR shall provide the COUNTY with the CONTRACTOR's policy for receiving, investigating and responding to user complaints.

- 8.5.1 The COUNTY will review the CONTRACTOR's policy and provide the CONTRACTOR with approval of said plan or with requested changes.

8.5.2 If the COUNTY requests changes in the CONTRACTOR's policy, the CONTRACTOR shall make such changes and resubmit the plan within five (5) business days.

8.5.3 If, at any time, the CONTRACTOR wishes to change the CONTRACTOR's policy, the CONTRACTOR shall submit proposed changes to the COUNTY for approval before implementation.

The CONTRACTOR shall preliminarily investigate all complaints and notify the COUNTY's Project Manager of the status of the investigation within five (5) business days of receiving the complaint.

When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

Copies of all written responses shall be sent to the COUNTY's Project Manager within three (3) business days of mailing to the complainant.

8.6 Compliance with Applicable Law

8.6.1 The CONTRACTOR shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

8.6.2 The CONTRACTOR shall indemnify and hold harmless the COUNTY from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the CONTRACTOR or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.

8.7 Compliance with Civil Rights Laws

The CONTRACTOR hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination

under this Contract or under any project, program, or activity supported by this Contract. The CONTRACTOR shall comply with Exhibit C (Contractor's EEO Certification).

8.8 Compliance with the COUNTY's Jury Service Program

8.8.1 Jury Service Program:

This Contract is subject to the provisions of the COUNTY's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

8.8.2 Written Employee Jury Service Policy:

1. Unless CONTRACTOR has demonstrated to the COUNTY's satisfaction either that CONTRACTOR is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that CONTRACTOR qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), CONTRACTOR shall have and adhere to a written policy that provides that its Employees shall receive from the CONTRACTOR, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the CONTRACTOR or that the CONTRACTOR deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this Subparagraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the COUNTY or a subcontract with a COUNTY Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more COUNTY contracts or subcontracts. "Employee" means any California resident who is a full time employee of CONTRACTOR. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the COUNTY or 2) CONTRACTOR has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month

period are not considered full-time for purposes of the Jury Service Program. If CONTRACTOR uses any subcontractor to perform services for the COUNTY under the Contract, the subcontractor shall also be subject to the provisions of this Subparagraph. The provisions of this Subparagraph shall be inserted into any such subcontract Contract and a copy of the Jury Service Program shall be attached to the Contract.

3. If CONTRACTOR is not required to comply with the Jury Service Program when the Contract commences, CONTRACTOR shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and CONTRACTOR shall immediately notify COUNTY if CONTRACTOR at any time either comes within the Jury Service Program's definition of "Contractor" or if CONTRACTOR no longer qualifies for an exception to the Jury Service Program. In either event, CONTRACTOR shall immediately implement a written policy consistent with the Jury Service Program. The COUNTY may also require, at any time during the Contract and at its sole discretion, that CONTRACTOR demonstrate to the COUNTY's satisfaction that CONTRACTOR either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that CONTRACTOR continues to qualify for an exception to the Program.
4. CONTRACTOR's violation of this Subparagraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, COUNTY may, in its sole discretion, terminate the Contract and/or bar CONTRACTOR from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.9 Conflict of Interest

- 8.9.1 No COUNTY employee whose position with the COUNTY enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the CONTRACTOR or have any other direct or indirect financial

interest in this Contract. No officer or employee of the CONTRACTOR who may financially benefit from the performance of work hereunder shall in any way participate in the COUNTY's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the COUNTY's approval or ongoing evaluation of such work.

8.9.2 The CONTRACTOR shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The CONTRACTOR warrants that it is not now aware of any facts that create a conflict of interest. If the CONTRACTOR hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the COUNTY. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Subparagraph shall be a material breach of this Contract.

8.10 Consideration of Hiring County Employees Targeted for Layoff or Re-Employment List

Should the CONTRACTOR require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the CONTRACTOR shall give **first consideration** for such employment openings to qualified, permanent COUNTY employees who are targeted for layoff or qualified, former COUNTY employees who are on a re-employment list during the life of this Contract.

8.11 Consideration of Hiring GAIN/GROW Program Participants

Should the CONTRACTOR require additional or replacement personnel after the effective date of this Contract, the CONTRACTOR shall give consideration for any such employment openings to participants in the COUNTY's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the CONTRACTOR's minimum qualifications for the open position. For this purpose, consideration shall mean that the CONTRACTOR will interview qualified candidates. The COUNTY will refer GAIN/GROW participants by job category to the CONTRACTOR.

In the event that both laid-off COUNTY employees and GAIN/GROW

participants are available for hiring, COUNTY employees shall be given first priority.

8.12 Contractor's Responsibility and Debarment

8.12.1 Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Contract. It is the COUNTY's policy to conduct business only with responsible Contractors.

8.12.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the COUNTY acquires information concerning the performance of the Contractor on this or other Contracts which indicates that the Contractor is not responsible, the COUNTY may, in addition to other remedies provided in the Contract, debar the Contractor from bidding on any County Contracts for a specified period of time not to exceed three (3) years, and terminate any or all existing Contracts the Contractor may have with the COUNTY.

8.12.3 Non-responsible Contractor

The COUNTY may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of a Contract with the County, (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a Contract with the COUNTY or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the COUNTY or any other public entity.

8.12.4 Contractor Hearing Board

If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence that is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. If the Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Contractor may be deemed to have waived all rights of appeal.

A record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of COUNTY Contractors.

8.13 CONTRACTOR's Acknowledgment of COUNTY's Commitment to Child Support Enforcement

The CONTRACTOR acknowledges that the COUNTY places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The CONTRACTOR understands that it is the COUNTY's policy to encourage all COUNTY Contractors to voluntarily post the COUNTY's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at the CONTRACTOR's place of business. The COUNTY's Child Support Services Department will supply the CONTRACTOR with the poster to be used.

8.14 CONTRACTOR's Acknowledgment of COUNTY's Commitment to the Safely Surrendered Baby Law

The CONTRACTOR acknowledges that the COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. The CONTRACTOR understands that it is the COUNTY's policy to encourage all COUNTY Contractors to voluntarily post the COUNTY's "Safely

Surrendered Baby Law" poster in a prominent position at the CONTRACTOR's place of business. The CONTRACTOR will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

8.15 CONTRACTOR's Warranty of Adherence to COUNTY's Child Support Compliance Program

8.15.1 The CONTRACTOR acknowledges that the COUNTY has established a goal of ensuring that all individuals who benefit financially from the COUNTY through Purchase Order or Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the COUNTY and its taxpayers.

8.15.2 As required by the COUNTY's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the CONTRACTOR's duty under this Contract to comply with all applicable provisions of law, the CONTRACTOR warrants that it is now in compliance and shall during the term of this Contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.16 COUNTY's Quality Assurance Plan

The COUNTY or its agent will evaluate the CONTRACTOR's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the CONTRACTOR's compliance with all Contract terms and conditions and performance standards. CONTRACTOR deficiencies which the COUNTY determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the COUNTY and the CONTRACTOR. If improvement does not occur consistent with the

corrective action measures, the COUNTY may terminate this Contract or impose other penalties as specified in this Contract.

8.17 Damage to COUNTY Facilities, Buildings or Grounds

8.17.1 CONTRACTOR shall repair, or cause to be repaired, at its own cost, any and all damage to COUNTY facilities, buildings, or grounds caused by CONTRACTOR or employees or agents of CONTRACTOR. Such repairs shall be made immediately after CONTRACTOR has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

8.17.2 If CONTRACTOR fails to make timely repairs, COUNTY may make any necessary repairs. All costs incurred by COUNTY, as determined by COUNTY, for such repairs shall be repaid by CONTRACTOR by cash payment upon demand.

8.18 Employment Eligibility Verification

The CONTRACTOR warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The CONTRACTOR shall retain all such documentation for all covered employees for the period prescribed by law.

The CONTRACTOR shall indemnify, defend, and hold harmless, the COUNTY, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the CONTRACTOR or the COUNTY or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.19 Facsimile Representations

The COUNTY and the CONTRACTOR hereby agree to regard facsimile representations of original signatures of authorized officers of each party,

when appearing in appropriate places on the Change Notices and Amendments prepared pursuant to Subparagraph 8.4, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Change Notices and Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

8.20 Fair Labor Standards

The CONTRACTOR shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the COUNTY and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the CONTRACTOR's employees for which the COUNTY may be found jointly or solely liable.

8.21 Governing Law, Jurisdiction, and Venue

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The CONTRACTOR agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8.22 Independent Contractor Status

8.22.1 This Contract is by and between the COUNTY and the CONTRACTOR and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the COUNTY and the CONTRACTOR. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.22.2 The CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The COUNTY shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State,

or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the CONTRACTOR.

8.22.3 The CONTRACTOR understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the CONTRACTOR and not employees of the COUNTY. The CONTRACTOR shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the CONTRACTOR pursuant to this Contract.

8.22.4 As previously instructed in Subparagraph 7.5 (Confidentiality), the CONTRACTOR shall cause each employee performing services covered by this Contract to sign and adhere to the "Contractor Employee Acknowledgment and Confidentiality Agreement", Exhibit D1. The CONTRACTOR shall cause each non-employee performing services covered by this Contract to sign and adhere to the "Contractor Non-Employee Acknowledgment and Confidentiality Agreement", Exhibit D2.

8.23 Indemnification

The CONTRACTOR shall indemnify, defend and hold harmless the COUNTY, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the CONTRACTOR's acts and/or omissions arising from and/or relating to this Contract.

8.24 General Insurance Requirements

Without limiting the CONTRACTOR's indemnification of the COUNTY and during the term of this Contract, the CONTRACTOR shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the COUNTY. Such coverage shall be provided and maintained at the CONTRACTOR's own expense.

8.24.1 Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to the COUNTY shall be delivered to:

Los Angeles County Sheriff's Department
Joe Cruz, Manager, Contracts Unit
4700 Ramona Boulevard
Monterey Park, California 91754

prior to commencing services under this Contract. Such certificates or other evidence shall:

- Specifically identify this Contract;
- Clearly evidence all coverages required in this Contract;
- Contain the express condition that the COUNTY is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance;
- Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Contract; and
- Identify any deductibles or self-insured retentions for the COUNTY's approval. The COUNTY retains the right to require the CONTRACTOR to reduce or eliminate such deductibles or self-insured retentions as they apply to the COUNTY, or, require the CONTRACTOR to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.24.2 Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to the COUNTY with an A.M. Best

rating of not less than A:VII unless otherwise approved by the COUNTY.

8.24.3 Failure to Maintain Coverage: Failure by the CONTRACTOR to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the COUNTY, shall constitute a material breach of the Contract upon which the COUNTY may immediately terminate or suspend this Contract. The COUNTY, at its sole option, may obtain damages from the CONTRACTOR resulting from said breach. Alternatively, the COUNTY may purchase such required insurance coverage, and without further notice to the CONTRACTOR, the COUNTY may deduct from sums due to the CONTRACTOR any premium costs advanced by the COUNTY for such insurance.

8.24.4 Notification of Incidents, Claims or Suits: CONTRACTOR shall report to the COUNTY:

- Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against the CONTRACTOR and/or the COUNTY. Such report shall be made in writing within twenty-four (24) hours of occurrence.
- Any third party claim or lawsuit filed against the CONTRACTOR arising from or related to services performed by the CONTRACTOR under this Contract.
- Any injury to a CONTRACTOR employee that occurs on COUNTY property. This report shall be submitted on a County "Non-employee Injury Report" to the County's Project Manager.
- Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of COUNTY property, monies or securities entrusted to the CONTRACTOR under the terms of this Contract.

8.24.5 Compensation for COUNTY Costs: In the event that the CONTRACTOR fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to

comply results in any costs to the COUNTY, the CONTRACTOR shall pay full compensation for all costs incurred by the COUNTY.

8.24.6 Insurance Coverage Requirements for Subcontractors: The CONTRACTOR shall ensure any and all subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:

- The CONTRACTOR providing evidence of insurance covering the activities of subcontractors, or
- The CONTRACTOR providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. The COUNTY retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

8.25 Insurance Coverage Requirements

8.25.1 General Liability insurance written on ISO policy form CG 00 01 or its equivalent with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

8.25.2 Automobile Liability written on ISO policy form CA 00 01 or its equivalent with a limit of liability of not less than \$5 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

8.25.3 Workers' Compensation and Employers' Liability insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which the CONTRACTOR is responsible. If the CONTRACTOR's employees will be engaged in maritime employment, coverage shall provide workers' compensation benefits as required by the U.S. Longshore and Harbor Workers'

Compensation Act, Jones Act or any other Federal law for which the CONTRACTOR is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease - policy limit:	\$1 million
Disease - each employee:	\$1 million

8.26 Liquidated and Mitigated Damages

8.26.1 In the event that Contractor fails to fulfill its obligations under Exhibit A (Statement of Work) the Contractor and the County agree that the County will have actual damages. In the event the County is able to obtain alternate transportation services in mitigation, its damages for such alternate transportation services are quantifiable as provided in Subsection 8.26.2 below. In the event the County does not obtain alternate transportation services it will be unable to provide visitor transportation services to visitors of inmates, in which case such actual damages are extremely difficult to calculate and impracticable to fix. In addition, in the event of other deficiencies resulting from the failure of the Contractor to fulfill its obligations under Exhibit A (Statement of Work) such actual damages are also extremely difficult to calculate and impracticable to fix. Therefore, the Contractor and the County agree that in addition to any other remedies available to the County, the following calculation of damages shall apply:

8.26.2 If the Contractor fails to provide bus services on any day it is required to do so in Exhibit A (Statement of Work), County may, without terminating the Contract or any portion thereof, procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those not provided. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services as mitigated damages.

8.26.3 In the event County does not procure such goods and services described in Subparagraph 8.26,2, County shall have a claim for

liquidated damages in the amount of one thousand, one hundred dollars (\$1,100.00) for each day of service not provided. Said amount shall be deducted from the COUNTY's payment to the CONTRACTOR.

- 8.26.4 If, in the judgment of the County Project Director, the Contractor breaches the Contract requirements specified in the Performance Requirements Summary (PRS) Chart, Attachment 1 to Exhibit A (Statement of Work), the County shall have a claim of credit for the sum specified in the PRS, as liquidated damages. The County Project Director shall provide Contractor with written notice of breach of any of the Contract requirements specified in the PRS. Said amount shall be deducted from the COUNTY's payment to the CONTRACTOR.
- 8.26.5 If the County Project Director determines that deficiencies have occurred other than those defined in the PRS Chart, that the Project Director deems are correctable by the CONTRACTOR over a certain time span, the Project Director will provide a written notice to the CONTRACTOR as provided in Subparagraph 3.2 to correct the deficiency within specified time frames. Should the CONTRACTOR fail to correct deficiencies within said time frame, the COUNTY may deduct as liquidated damages One Hundred Dollars (\$100) per day per infraction. Said amount shall be deducted from the COUNTY's payment to the CONTRACTOR.
- 8.26.6 The actions specified as liquidated damages in Subparagraphs 8.26.3, 8.26.4 and 8.26.5 shall not be construed as a penalty, but as adjustment of payment to the CONTRACTOR to recover the COUNTY cost due to the failure of the CONTRACTOR to complete or comply with the provisions of this Contract. The parties hereby agree that under the current circumstances such amounts are reasonable estimates of damages.
- 8.26.7 This Section 8.26 (Liquidated and Mitigated Damages) shall not, in any manner, restrict or limit the COUNTY's right to damages for any breach of this Contract provided by law or as specified elsewhere in this Contract and shall not, in any manner, restrict or limit the COUNTY's right to terminate this Contract as agreed to herein.

8.27 Most Favored Public Entity

If the CONTRACTOR's prices decline, or should the CONTRACTOR at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the COUNTY.

8.28 Nondiscrimination and Affirmative Action

8.28.1 The CONTRACTOR certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

8.28.2 The CONTRACTOR shall certify to, and comply with, the provisions of Exhibit C (Contractor's EEO Certification).

8.28.3 The CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

8.28.4 The CONTRACTOR certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation.

8.28.5 The CONTRACTOR certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person

shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

8.28.6 The CONTRACTOR shall allow COUNTY representatives access to the CONTRACTOR's employment records during regular business hours to verify compliance with the provisions of this Subparagraph 8.28 when so requested by the COUNTY.

8.28.7 If the COUNTY finds that any provisions of this Subparagraph 8.28 have been violated, such violation shall constitute a material breach of this Contract upon which the COUNTY may terminate or suspend this Contract. While the COUNTY reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the CONTRACTOR has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the COUNTY that the CONTRACTOR has violated the anti-discrimination provisions of this Contract.

8.28.8 The parties agree that in the event the CONTRACTOR violates any of the anti-discrimination provisions of this Contract, the COUNTY shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.29 Non-Exclusivity

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with CONTRACTOR. This Contract shall not restrict the Sheriff's Department from acquiring similar, equal or like goods and/or services from other entities or sources.

8.30 Notice of Delays

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.31 Dispute Resolution Procedure

8.31.1 CONTRACTOR and COUNTY agree to act promptly and diligently to mutually resolve any disputes which may arise with respect to this Contract. All such disputes shall be subject to the provisions of this Subsection 8.31.

8.31.2 CONTRACTOR and COUNTY agree that, the existence and details of a dispute notwithstanding, both parties shall continue without delay their performance hereunder, except for any performance which COUNTY, in its sole and absolute discretion, determines should be delayed as a result of such dispute. COUNTY shall continue to pay sums not in dispute, during any such period of continued performance.

8.31.3 If CONTRACTOR fails to continue without delay its performance hereunder which COUNTY, in its sole and absolute discretion, determines should not be delayed as a result of such dispute, then any additional costs which may be incurred by CONTRACTOR or COUNTY as a result of CONTRACTOR's failure to continue to so perform shall be borne by CONTRACTOR, and CONTRACTOR shall make no claim whatsoever against COUNTY for such costs. CONTRACTOR shall promptly reimburse COUNTY for such COUNTY costs, as determined by COUNTY, or COUNTY may deduct all such additional costs from any amounts due to CONTRACTOR from COUNTY, whether under this Contract or otherwise.

8.31.4 In the event of any dispute between the parties with respect to this Contract, CONTRACTOR and COUNTY shall submit the matter to their respective Project Managers for the purpose of endeavoring to resolve such dispute. In the event that the Project Managers are unable to resolve the dispute within a reasonable period of time not

to exceed five (5) days from the date of submission of the dispute to them, then the matter shall be immediately submitted to the parties' respective Project Directors for further consideration and discussion to attempt to resolve the dispute. If the Project Directors cannot resolve the dispute, or either one of them determines that they are not making reasonable progress toward resolution of the dispute within five (5) days after the dispute is first submitted to them, then the issue shall proceed pursuant to a Formal Resolution Process described in Subsection 8.31.5.

8.31.5 Formal Resolution

The dispute resolution process provided is a prerequisite to the exercise of any judicial remedies available to the parties, except in any cases where a party is seeking injunctive or other equitable relief.

8.31.6 Notwithstanding any other provision of this Contract, the COUNTY's right to terminate this Contract pursuant to Subsection 8.45 (Termination for Insolvency), Subsection 8.43 (Termination for Default), Subsection 8.42 (Termination for Convenience), or any other termination provision hereunder, and the COUNTY's right to seek injunctive relief shall not be subject to this Dispute Resolution procedure. The preceding sentence is intended only as a clarification of COUNTY's rights, and shall not be deemed to impair any claims that the CONTRACTOR may have against the COUNTY or CONTRACTOR's rights to assert such claims after any such termination or such injunctive relief has been obtained.

8.32 Notice to Employees Regarding the Federal Earned Income Credit

The CONTRACTOR shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.33 Notice to Employees Regarding the Safely Surrendered Baby Law

The CONTRACTOR shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The

fact sheet is available on the Internet at www.babysafela.org for printing purposes, or shall be made available upon request.

8.34 Notices

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties identified below. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Sheriff shall have the authority to issue all notices or demands required or permitted by the COUNTY under this Contract.

If to COUNTY:

Captain Charles Vannoy
Los Angeles County Sheriff's Department
Custody Operations Division, Pitchess Detention Center
Operations Staff BQO#3
29300 The Old Road
Saugus, California 91384-2905

If to CONTRACTOR:

David G. Dwight, V.P./General Manager
CUSA CC, LLC dba Antelope Valley Bus
3333 East 69th Street
Long Beach, California 90805-1809

8.35 Prohibition Against Inducement or Persuasion

Notwithstanding the above, the CONTRACTOR and the COUNTY agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.36 Public Records Act

8.36.1 Any documents submitted by CONTRACTOR; all information obtained in connection with the COUNTY's right to audit and inspect CONTRACTOR's documents, books, and accounting

records pursuant to Subparagraph 8.38 (Record Retention and Inspection/Audit Settlement) of this Contract; as well as those documents which were required to be submitted in response to the Invitation for Bids (IFB) used in the solicitation process for this Contract, become the exclusive property of the COUNTY. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The COUNTY shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.36.2 In the event the COUNTY is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the CONTRACTOR agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.37 Publicity

8.37.1 The CONTRACTOR shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the CONTRACTOR's need to identify its services and related clients to sustain itself, the COUNTY shall not inhibit the CONTRACTOR from publishing its role under this Contract within the following conditions:

- The CONTRACTOR shall develop all publicity material in a professional manner; and
- During the term of this Contract, the CONTRACTOR shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the COUNTY without the prior written consent of the

County's Project Director. The COUNTY shall not unreasonably withhold written consent.

8.37.2 The CONTRACTOR may, without the prior written consent of COUNTY, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Subparagraph 8.37 shall apply.

8.38 Record Retention and Inspection/Audit Settlement

The CONTRACTOR shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The CONTRACTOR shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The CONTRACTOR agrees that the COUNTY, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Contract. All such material, including, but not limited to, all financial records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by the CONTRACTOR and shall be made available to the COUNTY during the term of this Contract and for a period of five (5) years thereafter unless the COUNTY's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the CONTRACTOR at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the COUNTY's option, the CONTRACTOR shall pay the COUNTY for travel, per diem, and other costs incurred by the COUNTY to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.38.1 In the event that an audit of the CONTRACTOR is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the CONTRACTOR or otherwise, then the CONTRACTOR shall file a copy of such audit report with the COUNTY's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. The COUNTY shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.38.2 Failure on the part of the CONTRACTOR to comply with any of the provisions of this Subparagraph 8.38 shall constitute a material breach of this Contract upon which the COUNTY may terminate or suspend this Contract.

8.38.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the COUNTY may conduct an audit of the CONTRACTOR regarding the work performed under this Contract, and if such audit finds that the COUNTY's dollar liability for any such work is less than payments made by the COUNTY to the CONTRACTOR, then the difference shall be either: a) repaid by the CONTRACTOR to the COUNTY by cash payment upon demand or b) at the sole option of the COUNTY's Auditor-Controller, deducted from any amounts due to the CONTRACTOR from the COUNTY, whether under this Contract or otherwise. If such audit finds that the COUNTY's dollar liability for such work is more than the payments made by the COUNTY to the CONTRACTOR, then the difference shall be paid to the CONTRACTOR by the COUNTY by cash payment, provided that in no event shall the COUNTY's maximum obligation for this Contract exceed the funds appropriated by the COUNTY for the purpose of this Contract.

8.39 Recycled Bond Paper

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the COUNTY landfills, the CONTRACTOR agrees to use recycled-content paper to the maximum extent possible on this Contract.

8.40 Subcontracting

8.40.1 The requirements of this Contract may not be subcontracted by the CONTRACTOR without the advance approval of the COUNTY. Any attempt by the CONTRACTOR to subcontract without the prior consent of the COUNTY may be deemed a material breach of this Contract.

8.40.2 If the CONTRACTOR desires to subcontract, the CONTRACTOR shall provide the following information promptly at the COUNTY's request:

- A description of the work to be performed by the subcontractor;
 - A draft copy of the proposed subcontract; and
 - Other pertinent information and/or certifications requested by the COUNTY.
- 8.40.3 The CONTRACTOR shall indemnify and hold the COUNTY harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were CONTRACTOR employees.
- 8.40.4 The CONTRACTOR shall remain fully responsible for all performances required of it under this Contract, including those that the CONTRACTOR has determined to subcontract, notwithstanding the COUNTY's approval of the CONTRACTOR's proposed subcontract.
- 8.40.5 The COUNTY's consent to subcontract shall not waive the COUNTY's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The CONTRACTOR is responsible for notifying its subcontractors of this COUNTY right.
- 8.40.6 The COUNTY's Project Director is authorized to act for and on behalf of the COUNTY with respect to approval of any subcontract and subcontractor employees.
- 8.40.7 The CONTRACTOR shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the COUNTY's consent to subcontract.
- 8.40.8 The CONTRACTOR shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the COUNTY from each approved

subcontractor. The CONTRACTOR shall ensure delivery of all such documents to:

Los Angeles County Sheriff's Department
Joe Cruz, Manager, Contracts Unit
4700 Ramona Boulevard
Monterey Park, California 91754

before any subcontractor employee may perform any work hereunder.

8.41 Termination for Breach of Warranty to Maintain Child Support Compliance

Failure of the CONTRACTOR to maintain compliance with the requirements set forth in Subparagraph 8.15 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) shall constitute a default by the CONTRACTOR under this Contract. Without limiting the rights and remedies available to the COUNTY under any other provision of this Contract, failure to cure such default within 90 calendar days of written notice shall be grounds upon which the COUNTY may terminate this Contract pursuant to Subparagraph 8.43 (Termination for Default) and pursue debarment of CONTRACTOR, pursuant to County Code Chapter 2.202.

8.42 Termination for Convenience

8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the COUNTY, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the CONTRACTOR specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than thirty (30) days after the notice is sent.

8.42.2 After receipt of a notice of termination and except as otherwise directed by the COUNTY, the CONTRACTOR shall:

- Stop work under this Contract on the date and to the extent specified in such notice, and

- Complete performance of such part of the work as shall not have been terminated by such notice.

8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the CONTRACTOR under this Contract shall be maintained by the CONTRACTOR in accordance with Subparagraph 8.38 (Record Retention & Inspection/Audit Settlement).

8.43 Termination for Default

8.43.1 The COUNTY may, by written notice to the CONTRACTOR, terminate the whole or any part of this Contract if, in the judgment of COUNTY's Project Director:

- CONTRACTOR has materially breached this Contract;
- CONTRACTOR fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- CONTRACTOR fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the COUNTY may authorize in writing) after receipt of written notice from the COUNTY specifying such failure.

8.43.2 In the event that the COUNTY terminates this Contract in whole or in part as provided in Subparagraph 8.43.1, the COUNTY may procure, upon such terms and in such manner as the COUNTY may deem appropriate, goods and services similar to those so terminated. The CONTRACTOR shall be liable to the COUNTY for any and all excess costs incurred by the COUNTY, as determined by the COUNTY, for such similar goods and services. The CONTRACTOR shall continue the performance of this Contract to the extent not terminated under the provisions of this subparagraph.

- 8.43.3 Except with respect to defaults of any subcontractor, the CONTRACTOR shall not be liable for any such excess costs of the type identified in Subparagraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the CONTRACTOR. Such causes may include, but are not limited to acts of God or of the public enemy, acts of the COUNTY in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the CONTRACTOR. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the CONTRACTOR and subcontractor, and without the fault or negligence of either of them, the CONTRACTOR shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the CONTRACTOR to meet the required performance schedule. As used in this Subparagraph 8.43.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.
- 8.43.4 If, after the COUNTY has given notice of termination under the provisions of this Subparagraph 8.43, it is determined by the COUNTY that the CONTRACTOR was not in default under the provisions of this Subparagraph 8.43, or that the default was excusable under the provisions of Subparagraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Subparagraph 8.42 (Termination for Convenience).
- 8.43.5 In the event the COUNTY terminates this Contract in its entirety due to the CONTRACTOR's default as provided in Subparagraph 8.43.1, the CONTRACTOR and the COUNTY agree that the COUNTY will have actual damages, which are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to, the COUNTY's costs of procurement of replacement services and costs incurred due to delays in procuring such services. Therefore, the CONTRACTOR and the COUNTY

agree that the COUNTY shall, at its sole option and in lieu of the provisions of Subparagraph 8.43.2, be entitled to liquidated damages from the CONTRACTOR, pursuant to California Civil Code Section 1671, in the amount of Five Thousand Dollars (\$5,000) or five percent (5%) of the applicable year's Contract sum, whichever is less, as equitable compensation to the COUNTY for such actual damages. This amount of liquidated damages shall be either paid by the CONTRACTOR to the COUNTY by cash payment upon demand or, at the sole discretion of the Sheriff, or designee, deducted from any amounts due to the CONTRACTOR by the COUNTY, whether under this Contract or otherwise.

These liquidated damages shall be in addition to any credits, which the COUNTY is otherwise entitled to under this Contract, and the CONTRACTOR's payment of these liquidated damages shall not in any way change, or affect the provisions of Sub-paragraph 8.23 (Indemnification).

8.43.6 The rights and remedies of the COUNTY provided in this Subparagraph 8.43 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.44 Termination for Improper Consideration

8.44.1 The COUNTY may, by written notice to the CONTRACTOR, immediately terminate the right of the CONTRACTOR to proceed under this Contract if it is found that consideration, in any form, was offered or given by the CONTRACTOR, either directly or through an intermediary, to any COUNTY officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the CONTRACTOR's performance pursuant to this Contract. In the event of such termination, the COUNTY shall be entitled to pursue the same remedies against the CONTRACTOR as it could pursue in the event of default by the CONTRACTOR.

8.44.2 The CONTRACTOR shall immediately report any attempt by a COUNTY officer or employee to solicit such improper consideration. The report shall be made either to the COUNTY

manager charged with the supervision of the employee or to the COUNTY Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

8.44.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

8.45 Termination for Insolvency

8.45.1 The COUNTY may terminate this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of the CONTRACTOR. The CONTRACTOR shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the CONTRACTOR is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the CONTRACTOR under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the CONTRACTOR; or
- The execution by the CONTRACTOR of a general assignment for the benefit of creditors.

8.45.2 The rights and remedies of the COUNTY provided in this Subparagraph 8.45 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.46 Termination for Non-Adherence of COUNTY Lobbyist Ordinance

The CONTRACTOR, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the CONTRACTOR, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the CONTRACTOR or any County Lobbyist or County Lobbying firm retained by the CONTRACTOR to fully comply with the County's Lobbyist Ordinance shall constitute a material

breach of this Contract, upon which the COUNTY may in its sole discretion, immediately terminate or suspend this Contract.

8.47 Termination for Non-Appropriation of Funds

Notwithstanding any other provision of this Contract, the COUNTY shall not be obligated for the CONTRACTOR's performance hereunder or by any provision of this Contract during any of the COUNTY's future fiscal years unless and until the COUNTY's Board of Supervisors appropriates funds for this Contract in the COUNTY's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The COUNTY shall notify the CONTRACTOR in writing of any such non-allocation of funds at the earliest possible date.

8.48 Validity

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

8.49 Waiver

No waiver by the COUNTY of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the COUNTY to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Subparagraph 8.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.50 Warranty Against Contingent Fees

8.50.1 The CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the CONTRACTOR for the purpose of securing business.

8.50.2 For breach of this warranty, the COUNTY shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full

amount of such commission, percentage, brokerage, or contingent fee.

IN WITNESS WHEREOF, CONTRACTOR has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Chairman of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisors

CONTRACTOR

By David G. Dwight
Name David G. Dwight
Title General Manager
Date 10/6/04

ATTEST:

VIOLET VARONA-LUKENS
Executive Officer-Clerk
of the Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM:
Office of the County Counsel

By Gary Gross Date 10/5/04
Gary Gross
Principal Deputy County Counsel

**CONTRACT FOR
VISITOR BUS TRANSPORTATION SERVICES**

TABLE OF CONTENTS OF EXHIBITS

EXHIBIT

- A STATEMENT OF WORK
- B PRICE SHEET
- C CONTRACTOR'S EEO CERTIFICATION

- FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION**
- D1 CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY
 AGREEMENT
- D2 CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND
 CONFIDENTIALITY AGREEMENT

EXHIBIT A

STATEMENT OF WORK

EXHIBIT A
STATEMENT OF WORK

VISITOR BUS TRANSPORTATION SERVICES

1. SCOPE OF WORK

CONTRACTOR shall provide bus transportation services for persons visiting inmates at the various custody facilities located within the Pitchess Detention Center (PDC). Services shall include, but not be limited to, providing and maintaining the necessary buses and/or other vehicles as appropriate, transporting visitors to and from the various custodial facilities in the PDC complex, providing qualified drivers, mechanics, and all other support personnel required to maintain the vehicles, providing reports and other information, as needed by the COUNTY.

2. FACILITIES

The PDC is comprised of four (4) separate custodial facilities. These facilities are accessible only by a COUNTY-owned and maintained road that is not open to the general public. Upon arriving at the PDC, visitors must first register and check-in at PDC's Dr Elmer T. Jaffee Visitors' Center before boarding CONTRACTOR buses for transport to the following custodial facilities located within PDC:

Pitchess - North Facility
29320 The Old Road
Saugus, California 91384-2905

Pitchess – East Facility
29310 The Old Road
Saugus, California 91384-2905

Pitchess – South Facility
29330 The Old Road
Saugus, California 91384-2905

North County Correctional Facility
29340 The Old Road
Saugus, California 91384-2905

The North County Correctional Facility, East Facility and South Facility are along the same route, while the North facility is located in a different direction from the other three facilities.

3. VISITOR REGISTRATION/CHECK-IN

PDC allows visitors on weekends and select holidays only, as specified in Section 9 of this Statement of Work. Visits to inmates are limited to one (1) hour on weekends (either two 30-minute visits on Saturday and/or Sunday, or one 60-minute visit on either of the two days) and one (1) hour on holidays. There is no age limit for visitors, which often include young children and infants.

SHERIFF's Department personnel are responsible for the visitor registration process. Registration at the Visitors' Center begins at 8:00 a.m. Those arriving prior to 8:00 a.m. must wait in line. The registration/check-in process involves the following:

3.1 Initial Screening

3.1.1 Each visitor must first go through a metal detector.

3.1.2 All carried items, including bags, purses, coats, jackets, etc., must go through the x-ray machine and/or be hand checked by Sheriff's deputies.

3.2 Registration Procedures

After going through initial screening, visitors will be in an area with six (6) booths that are staffed by Sheriff's employees: two (2) are for cashiers, three (3) are for visitor registration and one (1) is for information.

3.2.1 Each adult visitor, or one adult per family group, must complete a Visitor Pass Slip. The visitors must obtain the official visitor pass from one of the three booths designated for registration. The deputies in these booths will key the information from the Visitor Pass Slip to generate a Visitor Pass. At the same time, the information is transmitted on-line to the appropriate custodial facility to allow Sheriff's personnel to prepare the inmates for visitation.

3.2.2 If a visitor wants to deposit monies into an inmate's account, the individual must complete a deposit slip and take it to one of the two cashier booths for processing.

3.3 Waiting Area/Bus Boarding

3.3.1 After receiving the Visitor Pass, visitors are directed to the benches in the waiting/boarding area, separated according to facility destination. Two deputies direct the visitors to the appropriate buses.

3.3.2 Before getting on the buses, all adult visitors must present the Visitor Pass and valid picture identification to one of the two deputies that direct visitors to board the bus. Adult visitors without the proper/valid picture identification may be allowed on the buses, at the discretion of the Sheriff.

4. BUS TRANSPORTATION – GENERAL

- 4.1 Each facility has a designated drop-off/pick-up location. Buses must deliver and pick up visitors from these areas only; unless otherwise directed by facility staff.
- 4.2 The first round of buses will leave the Visitor Center between 8:00 a.m. and 8:30 a.m., with the various buses assigned to drop-off at one or more of the facilities. Since the North County Correctional Facility has the largest inmate population, it gets more visitors than the other facilities, and may have several buses assigned for initial drop-off. Since the North Facility is located in a different direction from the other three facilities, a separate bus is sent for drop-off there, whether it is full or not.
- 4.3 For subsequent drop-offs, the deputies determine which facilities the buses will go to, depending upon the number of people in the waiting area and length of time they have been waiting.
- 4.4 Between 8:30 a.m. – 9:30 a.m., buses will primarily be dropping visitors off at the facilities and returning directly to the Visitor Center. After 9:30 a.m., buses will also be picking up visitors from the facilities to return them to the Visitors' Center.
- 4.5 The last round of buses taking visitors to the various facilities will leave the Visitor Center at approximately 2:00 p.m. Thereafter, between 2:00 p.m. – 4:00 p.m., CONTRACTOR's buses will be returning visitors to the Visitor Center only.

5.0 QUALITY CONTROL

CONTRACTOR shall establish and utilize a comprehensive Quality Control Plan to assure the COUNTY a consistently high level of service throughout the term of this Contract. The Plan must be submitted to COUNTY's Project Manager for review within fifteen (15) days after award of the contract. The Plan shall include, but not be limited to the following:

- 5.1 Method of monitoring to ensure that COUNTY's requirements are being met;
- 5.2 Method of driver/vehicle assignment to ensure that the CONTRACTOR will be able to supply an adequate number of buses, depending upon the workload for the particular day;
- 5.3 CONTRACTOR's written policy regarding the licensing and training requirements for bus drivers;

- 5.4 CONTRACTOR's procedures for training new drivers for this Visitor Bus Transportation Contract.
- 5.5 CONTRACTOR's written policy regarding firm's vehicle inspection procedures;
- 5.6 CONTRACTOR's written policy regarding firm's vehicle maintenance procedures;

6. QUALITY ASSURANCE PLAN

The COUNTY will evaluate CONTRACTOR's performance under this Contract using the quality assurance procedures defined in the Contract.

6.1 Review of Maintenance and Inspection Records

On a quarterly basis, CONTRACTOR shall submit to COUNTY's Project Manager CONTRACTOR's vehicle maintenance and inspection records of all vehicles used to provide services under this Contract. The records shall include date of maintenance and inspections, problem(s) identified, and corrective action taken. CONTRACTOR's Project Manager shall review all records to ensure that COUNTY's requirements are being met.

6.2 Performance Evaluation Meetings

CONTRACTOR and COUNTY shall meet on a quarterly basis, but if deemed necessary, may schedule meetings more frequently. In the event that a Contract Discrepancy Report is issued by COUNTY's Project Manager, then the meeting shall be scheduled within five (5) days to discuss the problem.

Written records of each meeting shall be prepared by COUNTY's Project Manager, or designee, stating the issues discussed, problems resolved, problems not resolved and pending, and possible future issues. The report must be reviewed and approved by CONTRACTOR's Project Manager. In the event that CONTRACTOR does not concur with any part of the report, then it shall submit a written response to COUNTY's Project Manager within seven (7) days of receipt of the report. COUNTY's Project Director shall review both documents and make a determination, which will be considered final.

6.3 Discrepancy Reports

Verbal notification of a contract discrepancy shall be made by COUNTY's Project Manager to CONTRACTOR's Project Manager as soon as

possible after a contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by CONTRACTOR and COUNTY.

COUNTY's Project Manager shall determine whether a formal Contract Discrepancy Report will be issued. Upon receipt of such Report, CONTRACTOR is required to respond in writing to COUNTY's Project Manager within five (5) work days, acknowledging the reported discrepancy(s) or presenting contrary evidence. CONTRACTOR must submit its plan to correct the deficiency(s) identified in the Contract Discrepancy Report to COUNTY's Project Manager within ten (10) work days.

6.4 Government Observations

Federal, State, and/or County personnel, in addition to departmental contracting staff, may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with CONTRACTOR's performance of services under this Contract.

7. RESPONSIBILITIES - COUNTY

7.1 COUNTY shall be responsible for ensuring that all visitors are properly screened before boarding CONTRACTOR's buses to ensure the safety of other visitors, CONTRACTOR's drivers and COUNTY personnel.

7.2 COUNTY shall provide sufficient staffing for the following:

7.2.1 Initial Screening Area

7.2.2 Cashier Booths

7.2.3 Visitor Pass Issuance/Information Booths

7.2.4 Boarding area

7.2.5 Parking lot patrol

Before the registration/check-in process begins, Sheriff staff who regularly work in one of the four PDC facilities, but are assigned for the day to the areas specified above, must sign in at the Visitor Center Office.

7.3 COUNTY shall maintain accurate and consistent visitor count for each day by collecting and filing the Visitor Pass, which must be turned in by visitors to facility personnel during the time of the visit.

7.4 In the event that additional buses are required, COUNTY shall notify CONTRACTOR. Deputies will inform COUNTY's Project Manager or designee of need for additional buses based upon:

1. Number of visitors waiting for buses in the boarding area: the benches are always filled to capacity, and the stream of visitors is ongoing and steady.
2. Length of wait time: visitors should not have to wait more than thirty (30) minutes to get on a bus. This is critical, as many of the visitors are young children and infants.

7.5 COUNTY Administration of Contract

The COUNTY will administer the Contract according to Contract Section 6.0, Administration of Contract. Specific duties will include:

- 7.5.1 Monitoring CONTRACTOR's performance in the day-to-day operation of the Contract.
- 7.5.2 Providing direction to CONTRACTOR in areas relating to policy, information and procedural requirements.
- 7.5.3 Preparing Change Notices pursuant to Contract Subsection 8.4, Change Notices and Amendments.

8. RESPONSIBILITIES - CONTRACTOR

8.1 General

- 8.1.1 CONTRACTOR must maintain current required business licenses, including a valid Transportation Charter Party Permit issued by the California Public Utilities Commission.
- 8.1.2 CONTRACTOR must maintain copies of bus drivers' DMV printouts for all CONTRACTOR drivers providing services under this Contract. Reports shall be available to COUNTY's Project Manager upon request. COUNTY reserves the option of performing a DMV check on CONTRACTOR bus drivers once a year.
- 8.1.3 CONTRACTOR must maintain copies of the most recent CHP vehicle inspection reports for all vehicles with seating for 15 or

more persons, including the driver. Reports shall be made available to COUNTY's Project Manager upon request.

- 8.1.4 CONTRACTOR shall ensure that vehicles used to provide services under this Contract are inspected daily before "service" begins as defined in Exhibit B (Price Sheet) for safety (tire inflation and tread wear, headlights and signal indicators, brake lights and brake performance, cracked and broken windows, etc.) and that any communication devices are working properly. Inspection reports shall be made available to COUNTY's Project Manager on a quarterly basis.
- 8.1.5 CONTRACTOR shall verbally notify COUNTY's Project Manager or designee immediately regarding any incident or injury to persons in the bus, including bus accidents. A written Incident Report shall be submitted to COUNTY's Project Manager within one (1) business day following verbal notification. Complaints or concerns regarding visitors shall be reported to COUNTY's Project Manager within one (1) business day followed by written notice.
- 8.1.6 CONTRACTOR shall be responsible for immediately removing and replacing any CONTRACTOR employee at the request of COUNTY's Project Manager.
- 8.1.7 CONTRACTOR shall have a supervisor on call and readily accessible at all times between the hours of 6:00 a.m. and 6:00 p.m. on weekends and selected holidays as specified in this Contract.

8.2 CONTRACTOR's Personnel

CONTRACTOR shall ensure that all its employees providing services under this Contract, including drivers and substitute drivers undergo security screening procedures as required by COUNTY and specified in Contract Subsection 7.4, prior to beginning work under this Contract. CONTRACTOR's employees that do not pass the security screening will not be allowed to provide any services under this Contract. Thereafter, all CONTRACTOR personnel shall be subject to quarterly screening procedures, including, but not limited to driver's and criminal history checks.

8.2.1 Project Manager

CONTRACTOR shall provide a full-time Project Manager or designee who will act as CONTRACTOR's liaison with the Department and who will be responsible for the day-to-day

management of the Contract. Specifically, the Project Manager will be responsible for the following:

1. Have full authority to act for CONTRACTOR on all matters relating to the daily operation of the Contract.
2. Be available by telephone between 6:00 a.m. and 6:00 p.m. on Saturdays, Sundays and on the designated holidays when bus transportation services are provided.
3. Be able to read, write, speak and understand English.
4. Ensure that CONTRACTOR will be able to provide substitute drivers and additional buses, as needed, within the time specified after notification from COUNTY.

8.2.2 Bus Drivers

CONTRACTOR shall provide an adequate number of qualified bus drivers to ensure that all assigned buses are utilized.

CONTRACTOR shall have an adequate number of substitute drivers available to respond to PDC, as needed, within one (1) hour of notification by CONTRACTOR's absent employee. All drivers, assigned and substitutes, must have the following qualifications:

1. Must be fully qualified under the laws of the State of California as a Class B licensed driver.
2. Must be at least 18 years old.
3. Must have received at the very least, the minimum training required by Section 40083 of the Education Code of the State of California and submit evidence of such training to COUNTY prior to providing services under this Contract
4. Must comply with all applicable Federal, State and local laws, rules, regulations, ordinances and directives, and maintain all required licenses and permits. CONTRACTOR shall make such licenses and permits available to COUNTY upon COUNTY's request.
5. Must be able to understand and speak English. Ability to speak Spanish as a second language is highly desirable.
6. Must adhere to all COUNTY and facility rules and regulations, including traffic safety and security regulations.

7. Must perform periodic walk-through of empty bus to check for and collect any articles left behind by visitors. Submit any items found to COUNTY's Project Manager or designee.
8. Must perform pre-drive safety inspection test on buses.
9. Must ensure that bus is kept neat and clean throughout the day. If bus has restroom facilities, must perform periodic checks to make sure area is free from trash and facilities are operating properly. CONTRACTOR shall be responsible for the disposal of all trash found on the buses.
10. Must comply with all applicable Federal, State and local laws, regulations, ordinances and directives for alcohol and drug testing. CONTRACTOR must maintain copies of PUC and CHP drug and alcohol testing for drivers providing services under this Contract. These reports shall be made available to COUNTY's Project Manager upon COUNTY's request.

8.2.3 CONTRACTOR's Personnel Work Performance - General

All CONTRACTOR's personnel, including CONTRACTOR's Project Manager, bus drivers, substitute drivers, mechanics and other support staff providing services under this Contract shall be required to:

1. Wear identification badges that must include at the very least, employee's name, date of birth, employee number. Bus drivers must supply COUNTY with photograph to enable COUNTY to issue picture identification badges. Bus drivers must wear COUNTY-issued identification badge at all times while providing services under this Contract.
2. Report to work on the time as assigned and hold over on assigned duties as may be directed. In the event of illness or other reasons, CONTRACTOR's drivers must notify CONTRACTOR's office supervisor by 8:00 a.m. to report absence from work. CONTRACTOR shall immediately notify COUNTY's Project Manager or designee of driver absence. CONTRACTOR shall send substitute driver who is familiar with the requirements of this Contract within one (1) hour of notification to COUNTY's Project Manager or designee.

3. Maintain good personal hygiene and clean uniform appearance.
4. Must be courteous to the public and COUNTY personnel at all times, and behave in a professional manner.
5. Must provide assistance to passenger(s) requiring aid in boarding and disembarking the bus.
6. Must perform periodic walk-through of empty bus to check for and collect any articles left behind by visitors. Any such items found shall be submitted to COUNTY's Project Manager or designee.

8.3 CONTRACTOR Furnished Items

8.3.1 Buses

1. CONTRACTOR shall provide an adequate number of buses to transport visitors to and from the four facilities during the hours specified in Section 10. The estimated number of visitors varies from day-to-day and may be anywhere from 1,800 to 2,500 people. COUNTY requires that at a minimum, four (4) buses be available to provide services on a daily basis. However, CONTRACTOR must be able to supply an appropriate number of buses to meet the demands of the particular day. In the event that additional buses are needed for the day, CONTRACTOR must be able to respond within one (1) hour of notification by COUNTY's Project Manager or designee.
2. CONTRACTOR must provide a minimum of one (1) bus or other appropriate vehicle equipped to accommodate disabled passengers.
3. All buses shall have a minimum capacity of 47 passengers.
4. All CONTRACTOR buses and vehicles must be air-conditioned.
5. In the event of a bus breakdown or mechanical failure, CONTRACTOR's driver shall notify COUNTY's Project Manager or designee, and CONTRACTOR's dispatch office of the problem. Within one (1) hour of notification, CONTRACTOR shall send its maintenance staff to PDC to make the necessary repairs, and at the same time, send a

back-up bus to enable CONTRACTOR to continue to provide timely visitor transportation services.

8.3.2 Maintenance of Buses

CONTRACTOR shall be responsible for all maintenance, repair and safety inspections of buses/vehicles providing services under this Contract, as required by Federal, State, and local laws, rules, regulations, ordinances and directives. All inspections are subject to the final inspection standards of the California Highway Patrol (CHP). For liability purposes, it is the CONTRACTOR's responsibility to perform inspections on a regular basis.

8.3.3 Communication Devices/Equipment

To enable COUNTY's Project Manager or his/her designee to contact a driver immediately, if necessary, during hours of operation, or to have drivers communicate with CONTRACTOR's office or to each other, CONTRACTOR shall equip all vehicles, drivers, and COUNTY, with a communications system that may include, but is not limited to, radios, cellular phones, or pagers.

From time to time, in unusual circumstances, for instance, when there is a long line of visitors that require pickup from a specific facility, drivers may need to contact each other to alert them of the situation, in order to get quicker response for pick up.

8.3.4 Equipment – General

1. CONTRACTOR shall comply with all Federal, State and local laws, rules, regulations, ordinances and directives, and shall maintain all required licenses and permits as related to buses, vehicles and other equipment used to provide services under this Contract. CONTRACTOR shall maintain accurate and complete records of compliance and shall make such records available to COUNTY upon COUNTY's request.
2. COUNTY shall not be responsible for any damage to CONTRACTOR's property, CONTRACTOR's employees' property, or lost or stolen items belonging to CONTRACTOR, CONTRACTOR's employees, or visitors.

At no time during the term of this Contract will CONTRACTOR be allowed to store its buses or any other equipment at PDC for any length of time.

8.4 CONTRACTOR's Dispatch Office

CONTRACTOR must maintain a dispatch office within Los Angeles County. At a minimum, the dispatch office shall be staffed during the hours of 6:00 a.m. and 6:00 p.m. on Saturdays, Sundays and designated holidays by at least one employee who can respond to inquiries and complaints about CONTRACTOR's performance under this Contract and who has the authority to respond to COUNTY's request for additional buses and/or drivers. When the office is closed, CONTRACTOR must provide an answering service to receive calls. CONTRACTOR shall respond to calls received by the answering service within two (2) hours of receipt of call.

9. DAYS/HOURS OF OPERATION

9.1 CONTRACTOR shall provide Visitor Bus Transportation Services on the following days:

9.1.1 Weekends

Visitors to PDC are allowed on weekends only and on designated holidays. CONTRACTOR must provide transportation services on those days only. The number of visitors may fluctuate from day-to-day, and even week-to-week. The visitor counts on Sundays are usually heavier than on Saturdays. Weekend visitation schedules for PDC will not change for the duration of this Contract.

On any of these visitation days, anywhere from 1,800 to 2,500 people visit the PDC. This count includes an average of 3-5 handicapped/disabled individuals. CONTRACTOR must have the flexibility to provide an adequate number of buses based upon the fluctuating workload and upon one (1) hour notice by COUNTY.

9.1.2 Holidays

CONTRACTOR shall provide Visitor Bus Transportation Services on the following holidays only:

New Year's Day (January 1)
Memorial Day (Last Monday in May)
Independence Day (July 4)
Labor Day (First Monday in September)

Thanksgiving Day (Fourth Thursday in November)
Christmas Day (December 25)

The number of visitors during these holidays also fluctuates, but there are usually more visitors on Thanksgiving and Christmas than the other holidays. CONTRACTOR must be prepared to provide additional buses, if workload requires, within one (1) hour of notification by COUNTY's Project Manager or designee.

10. WORK SCHEDULE

- 10.1 CONTRACTOR shall allow sufficient time for drivers to complete a pre-trip vehicle inspection prior to reporting to PDC. Buses and drivers shall report to PDC no later than 7:50 a.m. in order to be ready to transport visitors between 8:00 a.m. and 8:30 a.m.
- 10.2 Prior to beginning work for the day, CONTRACTOR's drivers must sign in at the Visitor Center's office, and pick-up COUNTY issued identification badge. At the end of the day, drivers must sign out and return the identification badge for storage.
- 10.3 On most days, the busiest times for visitor drop-offs and pick-ups are during the mid-to-late morning hours. Buses shall run continuously between the Visitors' Center and the facilities the entire day between approximately 8:30 a.m. to about 3:30 p.m. or 4:00 p.m. The last scheduled bus transporting visitors to the four facilities will leave the Visitors Center at approximately 2:00 p.m.
- 10.4 Under special circumstances, CONTRACTOR may be required to provide services beyond 4:00 p.m. In the event of such circumstances, COUNTY's Project Manager or designee shall immediately notify CONTRACTOR of COUNTY's need for emergency extended transportation services. Such extensions shall be regulated exclusively by COUNTY.
- 10.5 Days (holidays) and hours of operations may be subject to change at the discretion of the COUNTY. COUNTY shall notify CONTRACTOR in writing as soon as it becomes aware of the necessity for the schedule change.
- 10.6 Lunch and break schedules for CONTRACTOR's bus drivers shall be determined by COUNTY's Project Manager or his/her designee. At any given time, there should be no more than one (1) driver on break.

EXHIBIT A
ATTACHMENT 1

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART
VISITOR BUS TRANSPORTATION SERVICES

SPECIFIC PERFORMANCE REFERENCE	SERVICE	ACCEPTABLE DEVIATION FROM STANDARD	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
SOW Page 3 Paragraph 5.0 Quality Control Plan	Contractor submits acceptable Quality Control Plan to County's Project Manager no later than 15 days after award of contract	None	Inspection & Review	\$100 per day
SOW Page 4 Subparagraph 6.1 Maintenance and Inspection Records	Contractor shall submit for County's review on a quarterly basis Contractor's maintenance and inspection records of all vehicles used to provide services under this Agreement	None	Inspection & Review	\$50 per day of failure to submit
SOW Page 4 Subparagraph 6.2 Performance Evaluation Meetings	Contractor's representative to attend meetings not less than once every three months	None	Attendance	\$50 per occurrence

SPECIFIC PERFORMANCE REFERENCE	SERVICE	ACCEPTABLE DEVIATION FROM STANDARD	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
SOW Page 4 Subparagraph 6.3 Discrepancy Reports	Contractor must respond to written discrepancy report prepared by County and if needed, submit plan to correct deficiency within the time specified	None	Observation & Inspection	\$50 per occurrence
SOW Page 6 Subparagraph 8.1.1 Maintain Business Licenses	Contractor must maintain current required business licenses and make available to County upon request	None	Inspection & Review	\$100 per occurrence
SOW Page 6 Subparagraph 8.1.2 Maintain Drivers' DMV Reports	Contractor must maintain current copies of drivers' DMV printouts and made available to County upon request	None	Inspection & Review	\$50 per day per occurrence

SPECIFIC PERFORMANCE REFERENCE	SERVICE	ACCEPTABLE DEVIATION FROM STANDARD	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
SOW Page 6 Subparagraph 8.1.3 CHP Inspection Reports	Contractor must maintain copies of most recent CHP vehicle inspection reports for all vehicles with seating for 15 or more persons and made available to County upon request	None	Inspection & Review	\$50 per day
SOW Page 7 Subparagraph 8.1.4 Daily Vehicle Inspections	Contractor's bus drivers must inspect vehicles daily before beginning work to ensure they are operational and safe.	None	Observation and Inspection	\$100 per bus per day
SOW Page 7 Subparagraph 8.1.5 Accident or Injury to Persons on Bus	Contractor must notify County verbally and in writing within time specified of incident/injury to persons on bus	None	Observation and Inspection	\$100 per occurrence

SPECIFIC PERFORMANCE REFERENCE	SERVICE	ACCEPTABLE DEVIATION FROM STANDARD	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
SOW Page 7 Subparagraph 8.1.7 Supervisor on call	Contractor must have a supervisor on duty between 6:00 a.m. and 6:00 p.m. on days when Contractor's buses are providing Visitor Transportation Services	None	Observation	\$50 per occurrence
SOW Page 8 Subparagraph 8.2.2 Bus Drivers	Contractor must provide adequate number of bus drivers who meet specified qualifications	None	Observation and Inspection	\$100 per bus per day
SOW Page 9 Subparagraph 8.2.3 Identification badge	All Contractor personnel providing services under this Agreement must wear photo identification badges, including name, date of birth, employee number. Drivers must wear County-issued identification badges.	None	Observation & Random Inspection	\$50 per occurrence

SPECIFIC PERFORMANCE REFERENCE	SERVICE	ACCEPTABLE DEVIATION FROM STANDARD	MONITORING METHOD	DEDUCTIONS/FEES TO BE ASSESSED
SOW Page 9 Subparagraph 8.2.3 Personnel Performance	Contractor personnel must report to work on time as assigned and hold over on duties as may be directed, maintain good appearance, must be courteous and provide assistance to passengers requiring aid.	None	Observation and Inspection	\$100 per occurrence
SOW Page 9 Subparagraph 8.2.3 Replacement Drivers	Contractor must provide substitute driver within one hour of notification by Contractor to County's Project Manager or designee	None	Observation & Inspection	\$100 per occurrence
SOW Page 10 Subparagraph 8.3.1 Number of Buses	Contractor must provide a minimum of four (4) buses per day, with a minimum passenger capacity of 47	None	Observation & Inspection at 8:00 a.m.	Cost per bus per day

SPECIFIC PERFORMANCE REFERENCE	SERVICE	ACCEPTABLE DEVIATION FROM STANDARD	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
SOW Page 10 Subparagraph 8.3.1 Additional Buses	Contractor must provide additional buses as needed within one hour of notification by County	None	Observation	\$100 per occurrence
SOW Page 10 Subparagraph 8.3.1 Disabled Passengers	Contractor must provide a minimum of one bus per day that is equipped to accommodate disabled passengers	None	Observation & Inspection	Cost per bus per day
SOW Page 10 Subparagraph 8.3.1 Replacement buses in case of mechanical failure	Contractor must provide replacement bus within one hour of notification by County.	None	Observation	\$100 per occurrence
SOW Page 11 Subparagraph 8.3.3 Communication Equipment	Contractor must equip all vehicles with a communication system such as radios, cellular phones or pagers	None	Observation and Inspection	\$50 per bus per day

SPECIFIC PERFORMANCE REFERENCE	SERVICE	ACCEPTABLE DEVIATION FROM STANDARD	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
SOW Page 11 Subparagraph 8.3.4 Storage of Contractor Equipment	Contractor not allowed to store buses or other equipment for any length of time on County premises	None	Observation & Inspection	\$100 per occurrence
SOW Page 12 Subparagraph 8.3 Dispatch Office	Contractor must maintain dispatch office within Los Angeles County, to be staffed between 6:00 a.m. and 6:00 p.m. on Saturdays, Sundays and designated holidays	None	Observation and Inspection	\$50 per occurrence

EXHIBT A
ATTACHMENT 2
CONTRACT DISCREPANCY REPORT

TO:

FROM:

DATES: **Prepared:** _____
 Returned by Contractor: _____
 Action Completed: _____

DISCREPANCY PROBLEMS: _____

Signature of County Representative

Date

CONTRACTOR RESPONSE (Cause and Corrective Action): _____

Signature of Contractor Representative

Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE: _____

Signature of County Representative

Date

COUNTY ACTIONS: _____

CONTRACTOR NOTIFIED OF ACTION:

County Representative's Signature and Date

Contractor's Representative's Signature and Date

EXHIBIT B

PRICE SHEET

EXHIBIT B

**VISITOR BUS TRANSPORTATION SERVICES CONTRACT
PRICE SHEET**

1. CONTRACT COST/BUS/DAY

Cost/Bus – Full Day	<u>\$525.00</u>
Cost/Bus – Half Day	<u>\$360.00</u>

If additional buses are required on any day, due to increased number of visitors, payment for the extra bus(es) will be based on the following:

Less than 4 hours of service -	Half Day Rate
More than 4 hours of service -	Full Day Rate

The time of service begins when bus arrives at PDC and ends when it leaves PDC for the day.

2. AFTER HOUR SERVICE

Regular service hours are 8:00 a.m. – 4:00 p.m. each day.

If services are required after 4:00 p.m., the compensation per bus will be on an hourly basis.

After hour service rate/bus -	<u>\$ 59.00</u>
-------------------------------	-----------------

EXHIBIT C

CONTRACTOR'S EEO CERTIFICATION

CONTRACTOR'S EEO CERTIFICATION

Contractor Name

Address

Internal Revenue Service Employer Identification Number**GENERAL CERTIFICATION**

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

- | | | | |
|----|---|------------------------------|-----------------------------|
| 1. | The Contractor has a written policy statement prohibiting discrimination in all phases of employment. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 2. | The Contractor periodically conducts a self analysis or utilization analysis of its work force. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 3. | The Contractor has a system for determining if its employment practices are discriminatory against protected groups. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4. | Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

Authorized Official's Printed Name and Title

Authorized Official's Signature

Date

Contract Exhibits

FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION

- D1 CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND
CONFIDENTIALITY AGREEMENT

- D2 CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND
CONFIDENTIALITY AGREEMENT

**CONTRACT FOR
VISITOR BUS TRANSPORTATION SERVICES**

**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY
AGREEMENT**

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

CONTRACTOR NAME

Contract No. _____

Employee Name _____

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

Initials of Signer _____

Contractor Name _____ Contract No. _____

Employee Name _____

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

**CONTRACT FOR
VISITOR BUS TRANSPORTATION SERVICES**

**CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND
CONFIDENTIALITY AGREEMENT**

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

CONTRACTOR NAME

Contract No. _____

Non-Employee Name _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

Initials of Signer _____

Contractor Name _____ Contract No. _____

Non-Employee Name _____

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____